IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O. O. C. J.

SUMMONS FOR JUDGMENT NO.79 OF 2007
IN
SUMMARY SUIT NO.3600 OF 2006

M/s. Ajib Investment Pvt. Ltd. ..Plaintiff.
Vs.
Smt. Pushpa Gopichand Pardesi & Ors. ..Defendants.
....
Mr. D.H. Mehta i/b Aarkey Legal for the Plaintiff.
Mr. Dwivedi i/b M/s. Dwivedi & Co. for the Defendants.
....

CORAM: **DR. D.Y. CHANDRACHUD, J.**

9th April, 2007.

P.C. :

It has not been disputed that in pursuance of the agreement dated 4th November, 2004, the Defendants have received an amount of Rs.3.25 lacs. The agreement was terminated by the Plaintiff on 2nd May, 2005 and in response to the demand for the return of the amount of Rs.3.25 lacs, the Defendants by their advocate's letter dated 19th May, 2005 stated that they would return the amount within a period of 90 days. In view of the admission contained in the letter dated 19th May, 2005, it is only appropriate and proper that the

Defendants are put on condition for the grant of leave to defend. Having regard to all the circumstances of the case, the Defendants shall be entitled to leave to defend the suit subject to the deposit of an amount of Rs.75,000/- within a period of three months from today. Upon deposit, the amount shall be invested in a Fixed Deposit of a nationalized bank, to be renewed periodically by the Prothonotary and Senior Master during the pendency of the suit. The Defendants would be at liberty to file their written statement within a period of eight weeks from today.